

Request for Qualifications (RFQ)

H20 - General Automotive Repair and Towing Services



**County of San Bernardino
Purchasing Department
777 East Rialto Avenue
San Bernardino, CA 92415-0760
September 2006**

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I. INTRODUCTION

A. Purpose

The County of San Bernardino (County) through the Purchasing Department (Purchasing) is inviting responses from qualified Vendors to submit their application to pre-qualify to provide the following services; General Automotive Repair/Maintenance, Radiator, Muffler/Exhaust, and Towing as detailed in Section IV of this RFQ.

B. Period of Agreement(s)

The term of agreement is contingent upon the agreement/purchase order commencement date, beginning upon Board of Supervisors approval and/or Purchase Order date and ending September 30, 2010, unless terminated earlier as provided in Section V.A., paragraph 7.

Vendors are not guaranteed to remain on the list in the event unsatisfactory work is performed on accepted job assignments.

No contracts containing automatic renewal clauses will be considered.

C. Minimum Vendor Requirements

All Vendors must:

1. Have a minimum of three (3) years' continuous experience providing General Automotive Repair/Maintenance, Radiator, Muffler/Exhaust, and Towing services, not including providing services to the County.
2. Have the expertise and means to provide the services as requested in this RFQ (Section IV).
3. Provide a minimum of three (3) references of agencies/companies which you have (had) provided the same or similar services as requested in this RFQ, within the past three- (3) years, excluding the County.
4. Comply with application submission and format requirements as stated in Section VI and VII of this application.
5. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
6. Have no record of unresolved or continued unsatisfactory performance issues with the County.

D. Questions

Questions regarding the contents of this RFQ must be submitted in writing **one week before the submission deadlines** specified in section II and directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted on the website: <http://www.sbcounty.gov/rfp/rfplist.htm>.

H. Correspondence

All correspondence, including applications, is to be submitted to:

County of San Bernardino – Purchasing Department
ATTN: Allen Sanchez, RFQ H20
777 East Rialto Avenue
San Bernardino, CA 92415-0760
Fax Number: (909) 387-2245
Email: asanchez@pur.sbcounty.gov

- Fax number and e-mail address may be used to submit questions only.
Applications will not be accepted by e-mail or facsimile.

I. RFQ Application Submission Deadlines

All applications must be received at the address listed in Section I Paragraph E, no later than 5 PM on the dates listed in Section II - RFQ Timeline. Facsimile or electronically transmitted applications will not be accepted in lieu of actual receipt. Once an application deadline has passed, applications will not be accepted again until the next deadline. It is the responsibility of each Vendor to make sure their application is received in a timely manner.

J. Admonition to Vendors

Once this RFQ has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFQ can be presented in writing as indicated in Section I, Paragraph D.

II. RFQ TIMELINE

The County reserves the right to change any of these dates. Any changes will be communicated in writing or via the County website at:
www.sbcounty.gov/purchasing.

Quarter	Deadline for Qualification	Tentative Approval Date
3Q2006	10/6/2006 5:00 PM	October 2006
1Q2007	1/25/2007 5:00 PM	February 2007
3Q2007	7/20/2007 5:00 PM	August 2007
1Q2008	1/25/2008 5:00 PM	February 2008
3Q2008	7/24/2008 5:00 PM	August 2008

III. RFQ CONDITIONS

A. Contingencies

This RFQ does not commit the County to award an agreement. The County reserves the right to accept or reject any or all applications, if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Applications

Applications shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the RFQ/application opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award agreement(s) based on the application that best meets the needs of the County. Cost, however, is an important factor in the evaluation process.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFQ. Minor modifications may be made at the discretion of the Director of Purchasing.

D. Application Submission

To be considered, all applications must be submitted in the manner set forth in this RFQ. It is the Vendor's responsibility to ensure that its application arrives on or before the specified time. Late applications will not be considered.

E. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of an application in response to this request and Vendors agree that all costs incurred in developing this application are the Vendor's responsibility.

F. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their application as may result from negotiations.

G. Final Authority

The final authority to award agreements/purchase orders in excess of \$100,000 as a result of this RFQ, rests solely with the County of San Bernardino Board of Supervisors.

H. Cost

Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost. Ability to provide quality service in a timely manner at a low or reasonable cost in accordance with the RFQ requirements is critical to the successful applicants. The County will make the award (s) based upon the applications that best meets its needs. The County may reject any or all applications, any portion of an application, and may waive any informality or immaterial irregularities in an application.

I. Award

The County Purchasing agent will issue purchase orders as requested by departments. Award of agreement/purchase order may or may not be an all or nothing basis or by groups of items. In the case of this RFQ, an agreement/purchase order may be awarded by one or more zones as described in section IV (B). The County reserves the option to make award(s) as it deems to be in the best interest of the County. Authority to make awards in excess of \$100,000 rests solely with the San Bernardino County Board of Supervisors.

IV. GENERAL REQUIREMENTS

A. Background

San Bernardino County encompasses 20,160 square miles, the largest county in the continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is over 1.6 million, the majority of which is located in the southwest portion of the County. In order to provide adequate service to its citizens, the County has offices located throughout the County, often separated by extensive distances.

The County owns and maintains a vehicle fleet that includes various models of cars and light trucks as well as various medium to heavy duty equipment and vehicles. These vehicles include 364 patrol cars, 1,100 miscellaneous law enforcement vehicles, 1,550 general-purpose fleet cars and light trucks, and 1,450 miscellaneous medium to heavy duty equipment vehicles at various locations throughout the County. The majority of the fleet consists of 1985 to 2006 year models of Ford, GM, and Dodge vehicles and light trucks. Some of the vehicles are alternative/multi-fuel and diesel powered.

B. Service Areas/Zones

Using Attachment E, indicate the Zones which you are able to provide services. For purposes of clarity, the County is divided into the following zones.

- ZONE 1: San Bernardino, Colton, Devore, Rialto, Fontana, Highland, Loma Linda, Redlands, Yucaipa, and Mentone.
- ZONE 2: Big Bear, Crestline, Twin Peaks, Lake Arrowhead, and Wrightwood.
- ZONE 3: Ontario, Rancho Cucamonga, Chino, Chino Hills, Upland, and Montclair.
- ZONE 4: Morongo Valley, Joshua Tree and Yucca Valley.
- ZONE 5: Victorville, Barstow, Apple Valley, Hesperia, and remainder of High Desert locations.

C. Description of Services

The successful Vendor shall provide services in one or more of the following service categories:

- General Automotive Repair
- Towing Services

South Coast AQMD Requirements (as applicable) - the Vendor is responsible for complying with all requirements regarding air quality guidelines in accordance with Local, Regional, State, and Federal regulations.

Warranties (as applicable) - repair work performed by the Vendor shall be warranted at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the Vendor at no additional cost to the County.

D. Required Services to be Performed

Inspection of Vehicles: The Vendor shall evaluate the entire vehicle in accordance with industry/OEM standards. Vehicle may be required to be road-tested as part of this evaluation unless it is non-operational or unsafe.

Written Estimates: Vendor shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work, any miscellaneous charges (with explanation), and tax.

Approval Required Prior to Repair: The Vendor must obtain verbal authorization or approval from County Department before any work being started. The Vendor shall note the name, department and title of the person who authorized the repair along with the date and time of said approval. The County will not be responsible for any charges resulting from repairs made without proper approval.

Site of Work to be Performed: In most cases, the Vendor shall furnish the facility and all necessary supervision, labor, parts, tools, vehicle manuals and supplies required to provide the repairs and service to all vehicles. No work shall be performed at County facilities except mobile car washing/detailing and repairs pre-authorized by the County.

Security of Vehicles: The Vendor shall be responsible for vehicles accepted for repair. Responsibility entails ensuring reasonable steps are taken to secure vehicles and contents from theft and vandalism.

The Vendor shall inspect all vehicles for traffic accident damage and for missing communications and/or emergency equipment. Vendor shall note all damage and missing equipment and inform the County of such. The Vendor shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to the County.

Incidents of theft or vandalism to County vehicles in the Vendor's care must be reported to the County immediately and the Vendor shall notify and report theft/vandalism to local law enforcement.

The Vendor may be held liable for the replacement/repair of vehicles damaged while under the control of the Vendor.

Subcontracting of Repairs: The Vendor is responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. Vendor shall ensure that all subcontractors comply with County insurance requirements, and have copies available to the County upon request.

Inspection of Work: The County shall have the right at all times to inspect or otherwise evaluate the work being performed and parts or equipment used by the Vendor. The County reserves the right to reject materials and workmanship, at County's sole discretion, to be unacceptable. Vendor shall immediately remedy unacceptable workmanship at no expense to County.

Damage to County Property, Facilities, Buildings or Grounds: The Vendor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or employees or agents of the Vendor. Such repairs shall be made

immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Vendor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Vendor by cash payment upon demand or County may deduct such costs from any amounts due to the Vendor from the County.

Vendor Requirements for General Automotive Repair (in Addition to the General Vendor Requirements):

Warranties—Repair work performed by the Vendor shall be warranted at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the Vendor at no additional cost to the County.

Road Test Vehicles—All vehicles that have been in the shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

Vendor Requirements for Medium Heavy Equipment Repair (in Addition to the General Vendor Requirements):

Warranties - Repair work performed by the Vendor shall be warranted at a minimum for the lesser of 90 days or 4,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the Vendor at no additional cost to the County.

Road Test Vehicles - All vehicles that have been in the shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

Vendor Requirements for Smog Certification (in Addition to the General Vendor Requirements):

Report of Testing - All County vehicles are under government BAR code numbers. The department will supply the correct number for each vehicle that will be tested at the time of the test. The Vendor shall supply a printout copy of the testing and certification upon request of County departments.

Vendor Requirements for Transmission Repair (in Addition to the General Vendor Requirements):

Warranties - Repair work performed by the Vendor shall be warranted for the lesser of one (1) year or 12,000 miles for defective parts or workmanship, unless parts have warranty coverage for longer periods. All repeat repairs that fall within the above warranty period shall be corrected by the Vendor at no additional cost to the County.

Road Test Vehicles - All vehicles that have been in the shop for repairs, including safety related repairs or adjustments such as brakes, steering, etc., must pass a road test before they are returned to the County. The nature of the test and the test results must be noted on the work order. Road test personnel must have proper licensing, training and familiarization with operational characteristics of the vehicle.

E. Licenses and Certifications

All proposers must be registered (if applicable) with the State of California Bureau of Automotive Repair (BAR) for all of the trades that they desire to be considered for this RFQ. Please provide the registration number with your application response.

All individuals performing service on vehicles must be certified through an accredited program such as ASE or equivalent, to perform work on the trade that they will be providing. Please provide the type and level of certification that your facility requires for each type of trade that you will be submitting an application for.

F. Air, Water Pollution Control, Safety and Health

Vendor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

G. Parts

All parts must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. No used parts will be installed. The County reserves the right to determine whether a part or brand of part is equivalent to OEM specifications. Used/reconditioned parts are acceptable for body and/or interior work as long as they meet/exceed the requirements of the repair/maintenance being performed and approval has been obtained (in writing) from the County authorizing their use.

Rebuilt/Overhauled Parts: Parts may be sent to the Vendor for rebuilding or overhauling, without the entire vehicle being sent for repair or service. The County requires that Vendors shall adhere to all terms outlined in this section. In addition, the warranty for rebuilt/overhauled parts shall be the same as for any other repair and the period of warranty shall begin from the re-installation date of such parts into a vehicle. The County will provide Vendor with proof of installation upon such warranty claims.

H. Towing Service Requirements

The Vendor shall have and maintain a valid CHP Tow Service Agreement.

I. Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place; as a material condition of this agreement, the Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:

- Shall not be in any way impaired because of being under the influence of alcohol or a drug.

- Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to a Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for Default or Breach this Agreement and any other Agreement the Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

V. GENERAL AGREEMENT TERMS

A. General

1. Representation of the County

In the performance of the Agreement, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.

3. Change of Address

Vendor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any Subcontractor's agreement.

5. Agreement Assignability

Without the prior written consent of the County, the agreement is not assignable by Vendor either in whole or in part.

6. Agreement Amendments

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an

equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V-B, Paragraph 1.

9. Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

10. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

11. Labor Laws

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. If applicable, the Vendor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

12. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

13. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this agreement or shall have any relationship to the Vendor or officer or employee of the Vendor.

14. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the application and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

15. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting Agreement, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFQ process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Vendors to use recycled paper for applications and for any printed or photocopied material created as a result of an agreement with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

18. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations for a period of at least six (6) months.

19. Invoices/Billing

Vendor shall provide COUNTY itemized monthly invoices, in arrears, for services performed under this agreement within twenty days of the end of the previous month.

20. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this Agreement, subject to the requirements of Section V-A, Paragraph 7. Unless otherwise directed by County, Vendor may retain copies of such items.

21. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

22. Participation Clause

The County desires that Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino requiring **General Automotive or Towing Services**, may at their option and through the County Purchasing Agent, avail themselves of the agreement resulting from this application. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:

- a) Such Governmental body does not have and will not have in force any other agreement for like purchases;
- b) Such Governmental body does not have under consideration for award any other bids or quotations for like purchases; and
- c) Such Governmental body shall make purchases and payment directly through the Vendor. The County will not be liable for any such purchase made between the Vendor and another governmental body who avail themselves of this agreement.

23. Price Guarantee and Price Escalation

All prices will be considered firm for the entire period of a resulting agreement unless otherwise stated.

The County requires validation of mandated cost increases (i.e., minimum wage increases) prior to any price escalation adjustment. A minimum of sixty (60) days advance notice is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of the county must be obtained prior to the effective date of any adjustments.

24. Local Preference

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds;
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local Vendor for the contract award.

25. Electronic Funds Transfers

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for Vendor payments. Instead of creating a paper check the County will, with the Vendor's approval, directly deposit funds to the Vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Vendor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of

California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Agreement.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Vendor shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, Vendors, and Subcontractor.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager

determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and bi-annually furnish usage reports to the County in a format identical to Attachment G.

In the event the County determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Vendor under this Agreement or otherwise.

VI. APPLICATION SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit an application for consideration. Submission of an application indicates that the Vendor has read and understands the entire RFQ, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.
2. An individual authorized to submit the application and supporting documents must complete, sign and submit a completed application form.
3. Applications must be complete in all respects as required in this section. An application may not be considered if it is conditional or incomplete.
4. Applications must be received no later than the date (s) and time(s) at the designated location as specified in Section I, Paragraph D – Deadline for Submission of Applications.

5. All applications and materials submitted become property of the County. All applications received are subject to the "California Public Records Act."

B. Application Instructions

1. All applications must be submitted on 8½" x 11" paper. All sections of the application must be ***legibly*** complete.
2. One (1) original and three (3) copies, total of four (4), of the complete application must be received by the deadline for receipt of applications specified in Section II, Application Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFQ number, RFQ Title, and Application due date.
3. Applications must be verified before submission as they cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors, or omissions on the part of bidders in making up their applications. An individual authorized to submit the application must sign it.
4. Hand carried applications may be delivered to the address in Section I, Paragraph E only between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The County reserves the right to reject any and all applications or portions of applications or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

VII. APPLICATION FORMAT - ATTACHMENT A

Complete and return all six (6) pages of the attached application package.

- A. Cover Sheet** – To be used as the cover page of the application. This page must be fully completed and signed by an authorized officer of the Vendor.
- B. References** - Provide three (3) references from other agencies that you have provided services to within the past five (5) years. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on this page.
- C. Exceptions to RFQ-** Complete date and sign the exceptions to RFQ page.
- D. Statement of Certification** – Complete, date and sign the Statement of Certification page:
- E. Service Areas**
Complete this page indicating services provided and the geographical areas of the County where you can furnish those services.
- F. Cost Sheet**
Complete this page indicating the various rates/costs for services.
- G. Licenses, Permits and Certifications**

Provide copies of all licenses, permits and/or certifications which are required and attach them to your completed application.

H. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFQ being deemed non-responsive.

I. Insurance

Submit evidence of ability to insure as stated in Section V-B, Paragraph A.

VIII. APPLICATION EVALUATION AND SELECTION

A. Application Review

Applications will be subject to a review process developed by the County, which includes, but is not limited to (not necessarily in order of priority):

1. Analysis of minimum submittal requirements.
2. Review of qualifications application - ATTACHMENT A (completeness, experience).
3. Cost evaluation.
4. References.

B. Evaluation Criteria

1. Initial Review - All applications will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The application must be complete, in the required format, and be in compliance with all the requirements of this RFQ.
 - b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor requirements as outlined in Section I, C. Failure to meet all of these requirements will result in a rejected application.

No application shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the application and

given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the application.

2. Technical Review – Applications meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Qualifications and experience in handling customers of similar type and size.
 - b. Ability to provide services in a timely manner.
 - c. Cost.
 - d. Review of Vendor's Facility (optional)
 - e. Certifications

C. Award

Purchase orders/agreement(s) will be awarded based on a competitive solicitation. Departments will solicit bids either based on a specific job (i.e., brake replacement), or on a scope of work such as routine automotive services (oil change, transmission service, etc.). The contents of the application of the successful Vendors will become contractual obligation and failure to accept these obligations in a contractual agreement or purchase order may result in the cancellation of agreement/purchase order.

D. Disputes Relating to Application Process and Award

In the event a dispute arises concerning the application process prior to the award of the agreement, the party wishing resolution of the dispute shall submit a request in writing, within ten (10) calendar days, to the Director of Purchasing.

Grounds for an appeal are that, (a) the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; (b) there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; (c) or violation of State or Federal law.

Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Director of Purchasing or designee shall consider the request and respond in writing. The Director of Purchasing shall consider any matter appealed within thirty (30) days of receipt. The decision of the Director of Purchasing shall be final.

All disputes and/or appeals must be submitted to:

Jim Lindley, Interim Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

E. Final Authority

The final authority to award Agreements in excess of \$100,000 rests solely with the County Board of Supervisors.

ATTACHMENT A – APPLICATION (page 1 of 6)
COVER SHEET

VENDOR'S NAME <i>(name of firm, entity or organization):</i> FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____ NAME AND TITLE OF VENDOR'S CONTACT PERSON: MAILING ADDRESS: Street Address: _____ City, State, Zip: _____ TELEPHONE NUMBER: _____ FAX NUMBER: _____ EMAIL ADDRESS: _____ NUMBER OF YEARS IN BUSINESS: _____ VENDOR'S ORGANIZATIONAL STRUCTURE ____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain): _____ If Corporation, Date Incorporate: _____ State Incorporated: _____ States Registered in as foreign corporation: VENDORS SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFQ REQUESTS: VENDOR'S AUTHORIZED SIGNATURE: The undersigned hereby certifies that this application is submitted in response to this solicitation. SIGNED: _____ DATE: _____ PRINT NAME: _____ TITLE: _____

ATTACHMENT A – APPLICATION (page 2 of 6)
REFERENCES

Name of Agency	Contact Name	Phone Number

The references listed above are being submitted in response to **RFQ H20 - General Automotive Repair and Towing Services.**

SIGNED BY/TITLE

DATE

NAME OF COMPANY

**ATTACHMENT A – APPLICATION (page 3 of 6)
EXCEPTIONS TO RFQ**

VENDOR NAME _____

ADDRESS _____

Telephone# () _____ Fax # ()

I have reviewed the RFQ and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFQ, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. You may add as many pages as needed.)

Name of Authorized Representative_____

Signature of Authorized Representative_____

Date _____

ATTACHMENT A – APPLICATION (page 4 of 6)
STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our application in response to the County of San Bernardino RFQ for General Automotive Repair and Towing Services.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	A statement that the offer made in the application is firm and binding for 180 days from the date the application is received and recorded.		
2.	A statement that all aspects of this application, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	A statement that all declarations in this application and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	A statement that the Vendor agrees that all aspects of this RFQ and the application submitted shall be binding if the application is selected and a contract awarded.		
5.	A statement that the Vendor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations and will provide any additional information or documentation the County determines is necessary prior to award.		
6.	A statement that the Vendor agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Vendor's application.		
7.	A statement that the Vendor does not have any commitments or potential commitments which may impact the Vendor's assets, lines of credit, guarantor letters, or ability to perform the contract.		

Signature

Date

Print name

Company

ATTACHMENT A – APPLICATION (page 5 of 6)

TYPE OF SERVICE- Circle all that you are bidding

GENERAL AUTOMOTIVE REPAIR AND MAINTENANCE
TOWING SERVICE

Zone	COUNTY SERVICE AREAS	Check areas you are bidding
1.	San Bernardino, Colton, Devore, Rialto, Fontana, Highland, Loma Linda, Redlands, Yucaipa, and Mentone	
2.	Big Bear, Crestline, Twin Peaks, Lake Arrowhead, and Wrightwood	
3.	Ontario, Rancho Cucamonga, Chino, Chino Hills, Upland, and Montclair	
4.	Morongo Valley, Joshua Tree, and Yucca Valley	
5.	Victorville, Barstow, Apple Valley, Hesperia, and remainder of the High Desert	

List any other certifications or memberships held by your company or staff, which are applicable to this application.

[illegible]

**ATTACHMENT A – APPLICATION (page 6 of 6)
COST SHEET**

Use this sheet to provide your quotation for Cost.

LABOR (As Applicable)

Hourly Rate for:
Automotive Repair \$ _____

Other \$ _____

Based on: (circle)
Chilton Flat Rate Manual
Motor Flat Rate Manual
Glen Mitchell Basic Flat Rate Manual

(Specify) _____

Tow Rates

Normal Business hours

Car \$ _____ Truck \$ _____ Other _____ \$ _____

After Hours

Car \$ _____ Truck \$ _____ Other _____ \$ _____

Attach copy of CHP Tow Service Agreement acceptance letter.

PARTS (SEC IV H).

Parts and materials will be billed to San Bernardino County at a set discount from a current price sheet from the Parts Manufacturer. Indicate below which manufacturers price list, and what the County's parts discount off that sheet will be. ***The County reserves the right to furnish parts used in the repair and maintenance of County owned vehicles.***

Circle one or more

Dealer

Jobber

List

Other (specify) _____

Discount

_____ %

_____ %

_____ %

_____ %

Other: specify alternate pricing structure
